

## **TERM CONTRACT**

### **CONTENTS**

#### **TITLE**

1. GENERAL CONDITIONS
2. SPECIAL CONDITIONS AND SPECIFICATIONS
3. PRICE SHEET
4. ORDERING INSTRUCTIONS



[search](#) | [directory](#) | [contact us](#) | [411](#) | [subscribe](#) | [tour](#) | [help](#)

## Services

[Agriculture](#)

[Business & Industry](#)

[Calendars & Events](#)

[Community Resources](#)

[Consumer Assistance](#)

[Disaster Management](#)

[Education](#)

[Elders](#)

[Employment](#)

[Environment](#)

[Health & Human Services](#)

[Licensing & Permitting](#)

[Public Safety](#)

[Science & Technology](#)

[Transportation](#)

[Business Industry](#) > [Search](#) > [Search for a Bid](#) > [View Advertisements](#)

## Advertisement Detail

# Dept of Highway Safety and Motor Vehicles

## Agency Decisions

### FHP Decals

Advertisement Number: 017/05

Version Number: 000

Advertisement Begin Date/Time: 03/15/2005 - 03:30 P.M.

### Commodity Code(s):

692-060-000-0000

### Description(s):

Serigraphic Arts, Inc.

Total for 5 years \$88,174.00

**Agency Decisions** will be available at:

Neil Kirkman Bldg., Room B412

2900 Apalachee Pkwy., MS31

Tallahassee, FL, 32399 -0524.

Agency Decisions will be opened at the above address at 03:30 P.M., March 18, 2005.

**Please direct all questions to:**

Richard Stafford

Phone: (850) 488-8290

FAX: (850) 922-6273

Suncom Phone: 278-4656

Suncom FAX: 292-6273

Email: [stafford.dick@hsmv.state.fl.us](mailto:stafford.dick@hsmv.state.fl.us)

Any person with a qualified disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept

minor irregularities in the best interest of the State of Florida.  
Minority Business Enterprises are encouraged to participate in the bidding process.

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## NOTICE OF INTENDED AWARD

### FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF BID: FHP Decals DATE OF POSTING NOTICE 2/15/05

BID OR RFP # 017-05 TIME 3:30 pm

Advertising was published in: web site at: http://www.myflorida.com

#### OPENING OF BIDS OR PROPOSALS

Location: Neil Kirkman Building  
Tallahassee, Florida Date: 3/15/05 Time: 2:30p.m.

Opened by: Richard Stafford Tabulated by: Wanda Sanders

#### WITNESSED BY and REPRESENTING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### INTENDED AWARD

Vendor: Serigraphic Arts, Inc. Price: \$ 88,174<sup>00</sup> <sup>Total 5 years</sup>

Terms: \_\_\_\_\_

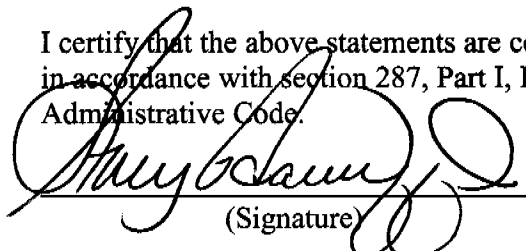
Lowest Bidder: X Yes \_\_\_\_\_ No

If no, Justification: \_\_\_\_\_

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within limits set forth in this posting. In accordance with section 120.573m FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

#### CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

  
(Signature)

3/15/05  
(Date)

**STACY HALL WOFFORD**  
**CHIEF OF PURCHASING**  
**AND CONTRACTS**

**BID/PROPOSAL TABULATION****BID TITLE:** FHP Decals**BID NUMBER:** 017-05**OPENING DATE:** 3/15/05 **TIME:** 2:30p.m.**POSTING TIME/DATE****FROM:** 3/15, 2005**UNTIL:** 3/18, 2005**PAGE:** \_\_\_\_\_ **OF** \_\_\_\_\_ **PAGE(S)**

FAILURE TO FILE A PROTEST WITH THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. **NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT.** ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR \$5,000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUEST FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN THE DENIAL OF THE PROTEST.**

BIDDERS									
Graphic Designs Alison Gallagher									Five Year Grand Total
Vision Image System Craig Brewer									\$111,747.00
Serigraphic Arts									\$88,174.00
Decals Inc. Graphics									
Valley Screen Process									

**OPENED BY:** [Signature] **TABULATED BY:** Zlinda Sanders **VERIFIED BY:** \_\_\_\_\_**REMARKS:** CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S):

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

BID LIST REGISTRATION

February 21, 2005

With this sheet you have received bid documents for the following:

Bid or RFP # 017-05  
Number of Addenda as of above date: NONE  
Item(s) of Bid FHP Decals  
Commodity Code 692-060  
Date and time due March 15, 2005 at 2:30 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

Department of Highway Safety and  
Motor Vehicles  
Neil Kirkman Building, Room B412  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524

Company Name: Serigraphic Arts, Inc.  
Address: 6806 Parke East Blvd.  
City, State & Zip: Tampa, FL 33610  
Attn: Tom Perry  
Telephone: (813) 626-1070  
FAX No.: (813) 623-3203  
Signed: Tom Perry Date: 03/14/05

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

For further information on this process, you may telephone (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

(Revised 03/17/04)

**ATTACHMENT A  
BID SHEET**

**Term: 07/01/2005 – 06/30/2006**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ 6.92	each	4,152.00	(600)
FHP Right Door Decals 13" dia	\$ 1.92	each		(0)
FHP Left Door Decals 18" dia		each		(0)
FHP Right Door Decals 18" dia		each		(0)
FHP Left Door Decals 36" dia		each		(0)
FHP Right Door Decals 36" dia		each		(0)
"State Trooper" Legend Decals Front Fenders	\$ 4.32	each	5,184.00	(1200)
Decal Motorcycle State Trooper Gold	\$ 3.52	each	352.00	(100)
FHP Left Tank Decals	\$ 3.18	each	636.00	(200)
FHP Right Tank Decals	\$ 3.18	each	445.20	(140)
*FHP Legends Decals	\$ 3.44	each	1,720.00	(500)
State Trooper Rear Trunk Deck Decals		each		(0)
Law Enforcement Accreditation Decals	\$ .680	each	1,360.00	(2000)

**ANNUAL TOTAL \$ 13,849.20 (a)**

**Term: 07/01/2006 – 06/30/2007**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ 6.92	each	4,152.00	(600)
FHP Right Door Decals 13" dia	\$ 1.92	each		(0)
FHP Left Door Decals 18" dia		each		(0)
FHP Right Door Decals 18" dia		each		(0)
FHP Left Door Decals 36" dia		each		(0)
FHP Right Door Decals 36" dia		each		(0)
"State Trooper" Legend Decals Front Fenders	\$ 4.45	each	5,340.00	(1200)
Decal Motorcycle State Trooper Gold	\$ 3.52	each	352.00	(100)
FHP Left Tank Decals	\$ 3.18	each	636.00	(200)
FHP Right Tank Decals	\$ 3.18	each	445.20	(140)
*FHP Legends Decals	\$ 3.25	each	2,600.00	(800)
State Trooper Rear Trunk Deck Decals	\$ 4.80	each	2,880.00	(600)
Law Enforcement Accreditation Decals	\$ .680	each	1,360.00	(2000)

**ANNUAL TOTAL \$ 17,765.20 (b)**

Complete and Sign below. Unsigned offers will not be considered.

Firm: Serigraphic Arts, Inc.

FEID: 59-1359888

Authorized Signature: Tom Perry Customer Service

Date: 03/14/05

**ATTACHMENT A Continued  
BID SHEET**

**Term: 07/01/2007 – 06/30/2008**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ 6.92	each	4,152.00	(600)
FHP Right Door Decals 13" dia	\$	each		(0)
FHP Left Door Decals 18" dia	\$	each		(0)
FHP Right Door Decals 18" dia	\$	each		(0)
FHP Left Door Decals 36" dia	\$	each		(0)
FHP Right Door Decals 36" dia	\$	each		(0)
"State Trooper" Legend Decals Front Fenders	\$ 4.58	each	5,496.00	(1200)
Decal Motorcycle State Trooper Gold	\$ 3.52	each	3352.00	(100)
FHP Left Tank Decals	\$ 3.18	each	636.00	(200)
FHP Right Tank Decals	\$ 3.18	each	445.20	(140)
*FHP Legends Decals	\$ 3.39	each	2,712.00	(800)
State Trooper Rear Trunk Deck Decals	\$ 4.94	each	2,964.00	(600)
Law Enforcement Accreditation Decals	\$ .680	each	1,360.00	(2000)

**ANNUAL TOTAL \$ 18,117.20(c)**

**Term: 07/01/2008 – 06/30/2009**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ 8.00	each	4,800	(600)
FHP Right Door Decals 13" dia	\$	each		(0)
FHP Left Door Decals 18" dia	\$	each		(0)
FHP Right Door Decals 18" dia	\$	each		(0)
FHP Left Door Decals 36" dia	\$	each		(0)
FHP Right Door Decals 36" dia	\$	each		(0)
"State Trooper" Legend Decals Front Fenders	\$ 4.72	each	5,664.00	(1200)
Decal Motorcycle State Trooper Gold	\$ 3.52	each	352.00	(100)
FHP Left Tank Decals	\$ 3.18	each	636.00	(200)
FHP Right Tank Decals	\$ 3.18	each	445.20	(140)
*FHP Legends Decals	\$ 3.48	each	2,784.00	(800)
State Trooper Rear Trunk Deck Decals	\$ 5.09	each	3,054.00	(600)
Law Enforcement Accreditation Decals	\$ .680	each	1,360.00	(2000)

**ANNUAL TOTAL \$ 19,095.20 (d)**

Complete and Sign below. Unsigned offers will not be considered.

Firm: Serigraphic Arts, Inc.

FEID: 59-1359888

Authorized Signature: Tom Perry Customer Service

Date: 03/14/05



**ATTACHMENT A Continued  
BID SHEET**

**Term: 07/01/2009 – 06/30/2010**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ 8.29	each	4,974.00	(600)
FHP Right Door Decals 13" dia	\$	each		(0)
FHP Left Door Decals 18" dia	\$	each		(0)
FHP Right Door Decals 18" dia	\$	each		(0)
FHP Left Door Decals 36" dia	\$	each		(0)
FHP Right Door Decals 36" dia	\$	each		(0)
"State Trooper" Legend Decals Front Fenders	\$ 4.87	each	5,844.00	(1200)
Decal Motorcycle State Trooper Gold	\$ 3.52	each	352.00	(100)
FHP Left Tank Decals	\$ 3.18	each	636.00	(200)
FHP Right Tank Decals	\$ 3.18	each	445.20	(140)
*FHP Legends Decals	\$ 3.24	each	2,592.00	(800)
State Trooper Rear Trunk Deck Decals	\$ 5.24	each	3,144.00	(600)
Law Enforcement Accreditation Decals	\$ .680	each	1,360.00	(2000)

**ANNUAL TOTAL \$ 19,347.20 (e)**

**FIVE (5) YEAR GRAND TOTAL**      \$ 88,174.00      (a)+(b)+(c)+(d)+(e)

Complete and Sign below. Unsigned offers will not be considered.

Firm: Serigraphic Arts, Inc.

FEID: 59-1359888

Authorized Signature: Tom Perry - Customer Service

Date: 03/14/05

## ATTACHMENT B

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
VENDOR'S SIGNATURE



State of Florida  
**DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES**

TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON, III  
Executive Director

March 01, 2005

Addendum #1  
ITB No. 017-05  
FHP Decals  
Due 2:30 P.M.  
March 15, 2005

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

Remove page 24, 25, and 26

Insert new page 24, 25, and 26 (revised 02/28/2005)

It will be necessary to sign and return a copy of this Addendum #1 and return by FAX to (850) 922-6273, or by mail, courier or hand delivery, no later than 2:30 PM, March 15, 2005.

All other terms and conditions remain unchanged.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

  
Stacy H. Wofford  
Chief of Purchasing and Contracts

Enclosures

RR: ras

cc: File

Complete and Sign below. Unsigned offers will not be considered.

Firm: SERIGRAPHIC ARTS, INC.

Authorized Signature: Tom Perry

Date: 03/14/05

## **ORDERING INSTRUCTIONS**

**NOTE:** ALL ORDERS SHOULD BE DIRECTED TO:  
FEDERAL EMPLOYER IDENTIFICATION NUMBER  
(FEID): \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
STREET ADDRESS OR P.O. BOX: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**DELIVERY:** DELIVERY WILL BE MADE WITHIN \_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

**PRODUCT INFORMATION:** DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



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## Advertisement Detail

### Dept of Highway Safety and Motor Vehicles

#### Invitation to Bid FHP Decals

Advertisement Number: 017-05

Version Number: 000

Advertisement Begin Date/Time: 02/21/2005 - 02:30 P.M.

Commodity Code(s):

692-060-000-0000

Description(s):

FHP Decals

Invitation to Bid will be available at:

Neil Kirkman Bldg., Rm. B-412

2900 Apalachee Pkwy., MS-31

Tallahassee, FL, 32399 -0524.

Invitation to Bid will be opened at the above address at 02:30 P.M.,  
March 15, 2005.

Please direct all questions to:

Richard Stafford

Phone: (850) 488-8290

FAX: (850) 922-6273

Suncom Phone: 278-4656

Suncom FAX: 292-6273

Email: [stafford.dick@hsmv.state.fl.us](mailto:stafford.dick@hsmv.state.fl.us)

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The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the bidding process.

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STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

BID LIST REGISTRATION

February 21, 2005

With this sheet you have received bid documents for the following:

Bid or RFP # 017-05  
Number of Addenda as of above date: NONE  
Item(s) of Bid FHP Decals  
Commodity Code 692-060  
Date and time due March 15, 2005 at 2:30 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

Department of Highway Safety and  
Motor Vehicles  
Neil Kirkman Building, Room B412  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

FAX No.: ( ) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

For further information on this process, you may telephone (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

(Revised 03/17/04)

## **TABLE OF CONTENTS**

State of Florida PUR 1001  
State of Florida PUR 1000

Department Of Highway Safety and Motor Vehicles

### **INVITATION TO BID NO. 017-05 - FHP DECALS**

#### **Abbreviated Contents**

##### **Invitation to Bid**

- 1.0 Purpose and General Information**
- 2.0 Special Conditions**
- 3.0 Technical Specifications**
- 4.0 Bid Price sheet and Forms**

#### **Expanded Contents**

##### **Invitation to Bid 017-05**

##### **1.0 GENERAL CONDITIONS**

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Purchasing Manager
- 1.4 Contract Manager
- 1.5 Mandatory Requirements
- 1.6 Non – Responsive Proposals, Non – Responsible Respondents
- 1.7 Cost of Developing and Submitting Proposal, Ownership
- 1.8 Addenda
- 1.9 Submission of Mandatory Forms
- 1.10 Notice to Contractor
- 1.11 Conflict of Interest and Disclosure
- 1.12 Public Entity Crimes
- 1.13 Discrimination
- 1.14 Taxes
- 1.15 Contractor Mandatories
- 1.16 Contractor Responsibility
- 1.17 Discussions
- 1.18 Non – Exclusive Rights
- 1.19 Assignment of the Contract
- 1.20 Benefit
- 1.21 Minor Bid Exceptions
- 1.22 Silence of Specifications
- 1.23 Contract
- 1.24 Default
- 1.25 Pride
- 1.26 Respect
- 1.27 Additions / Deletions
- 1.28 Economy of Presentation
- 1.29 Submitting of Bid
- 1.30 Disputes
- 1.31 Applicable Laws and Rules



**Expanded Contents**  
**Invitation to Bid 017-05**

- 1.32 Severability
- 1.33 Force Majeure

**2.0 PURPOSE AND GENERAL INFORMATION**

- 2.1 Calendar of Events
- 2.2 Proposer's Inquiries
- 2.3 Bid Evaluation
- 2.4 Posting of Bid Tabulation
- 2.5 Bid Award
- 2.6 Period of Agreement
- 2.7 Accessibility for Disabled Persons Liability
- 2.8 Term
- 2.9 Assignment of the Contract
- 2.10 Value Analysis And Changes To Specifications
- 2.11 Value Analysis and Shared Savings Incentive
- 2.12 Limitation of Remedies
- 2.13 Contractor's Insurance
- 2.14 Applicable Laws and Rules
- 2.15 Bid Bond or Bid Guarantee
- 2.16 Performance Bond
- 2.17 Liquidated Damages
- 2.18 Loss Deductible Clause
- 2.19 Independent Capacity of Contractor
- 2.20 Termination for Cause
- 2.21 Termination by Mutual Agreement
- 2.22 Termination in the Best Interest of the State
- 2.23 Contractor's Responsibilities upon Termination
- 2.24 Extraneous Terms and Conditions
- 2.25 Quality
- 2.26 Artwork
- 2.27 Pre-production Proofs
- 2.28 Proofs and Pre-production Samples
- 2.29 Inspection
- 2.30 Over-run or Under-run
- 2.31 Delivery Schedule
- 2.32 Packing & Shipping
- 2.33 Transportation and Delivery
- 2.34 New Registration Required for Florida Vendors
- 2.35 MyFloridaMarketPlace Transaction Fee

**3.0 SPECIFICATIONS**

- 3.1 Background Information
- 3.2 Security
- 3.3 Machine Information
- 3.4 Notes

**4.0 BID Attachments**

- A. Price Bid Sheet
- B. Recycled Content Requirements
- C. Certification of Recycled Content
- D. Identical Tie Bids
- E. Bid Checklist
- Sample Form FHP Decals

**Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

**Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

**Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/schedules/sensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase

order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

**Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**Scope Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is

currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

**Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- 1 an electronic signature on the response, generally,
- 2 an electronic signature on any form or section specifically calling for a signature, and
- 3 an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- 1 Technical Specifications,
- 2 Special Conditions,
- 3 Instructions to Respondents (PUR 1001),
- 4 General Conditions (PUR 1000), and
- 5 Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- 1 submitting a bid on a contract to provide any goods or services to a public entity;
- 2 submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 3 submitting bids on leases of real property to a public entity;
- 4 being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- 5 transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- 1 submit a bid on a contract to provide any goods or services to a public entity;
- 2 submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 3 submit bids on leases of real property to a public entity;
- 4 be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- 5 transact business with any public entity.

**Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to

any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- 1 The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- 2 To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- 3 To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- 4 The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- 5 The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- 6 The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- 7 Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
- 8 Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 9 Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- 10 The product offered by the respondent will conform to the specifications without exception.
- 11 The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- 12 If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- 13 The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- 14 The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- 15 All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial production, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(6)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing

or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://cn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://cn.state.fl.us/owa_vbs/owa/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**SECTION 1 PURPOSE AND GENERAL INFORMATION**

The following conditions take precedence over PUR1001 and PUR1000 forms above where applicable.

- 1.1 **PURPOSE:** The Department of Highway Safety and Motor Vehicles, hereinafter called the Agency or Department, intends to obtain competitive bids for a five (5) year contract with one (1) five (5) year renewal to procure Florida Highway Patrol reflective removable decals for patrol cars. Contract start date: 07/01/2005.

Bids containing terms and conditions conflicting with those contained in this ITB shall be rejected.

**NOTE:** Bids will be considered only from bidders who are regularly engaged in the service/products business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by this contract. In accordance with Printing Laws and Regulations, printing contracts cannot be sublet. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by any other firm(s) or person(s).

A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items bid and so certify upon request of the Department.

1.2 **DEFINITIONS:**

**Additional quantities:** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold of Category Two at the prices submitted in the response to the solicitation.

**Americans with Disabilities Act:** Contractors should identify any products that may be used or adapted for use by visual, hearing or other physically impaired individuals.

**Contract:** A legally enforceable agreement that results from a successful solicitation. The parties to the contract will be the Department and Contractor.

**Customer:** The State agency or other entity that will order products directly from the Contractor under the contract.

**Day:** A calendar day.

**Direct Orders:** A Direct Order is a purchase order via the eProcurement system. A Contractor shall not deliver or furnish products until a Customer transmits a Direct Order. All Direct Orders shall bear the Contract or Solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and Solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A Direct Order for services within the ambit of Section 278.058 (1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of sub-paragraphs (a) through (f) thereof. Customer shall designate a Contract Manager and a Contract Administrator as required by subsections 287.057 (15) and (16) of the Florida Statutes.

**Inspection at Contractor's Site:** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with contract requirements and to determine whether they are adequate and suitable for proper and effective contract performance.

**Literature:** Upon request, the Contractors shall furnish literature reasonably related to the product offered, for example, user manuals, prices schedules, catalogs, descriptive brochures, etc.

**Manufacturer's Name and Approved equivalents:** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**Number of verbs or nouns:** Throughout this ITB, the singular may be read as the plural and the plural as the singular.

**Packing:** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing shall become and remain Customer's property.

**Product:** Any deliverable under the contract, which may include commodities, services, technology or software.

**Product version:** Direct Order shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

**Offeror:** Any firm or person who submits a proposal to the Department in response to this ITB.

**Price changes applicable only to term contracts:** If this is a term contract for commodities or services the following provisions apply:

- a) **Quantity Discounts:** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of products offered under the Contract. State Customers shall document their files accordingly
- b) **Best Pricing Offer:** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price shall be immediately reduced to the lower price.
- c) **Sales Promotion:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- d) **Trade-In:** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- e) **Equitable Adjustment:** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms, of pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that the continued performance of the Contract would result in a substantial loss.



**Proposal:** All information and materials submitted by a Contractor in response to this ITB.

**Contractor:** Any firm or person who submits a proposal to the Department in response to this ITB.

**State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

**Transportation and Delivery:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB destination to any point within forty-five (45) days after Customer places an order. A Contractor, within five (5) days after receiving a Direct Order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for contract cancellation and contractor suspension.

**Valid bid:** A responsive offer in full compliance with the invitation to bid specifications and conditions by a responsible person or firm. The responsiveness of a bid shall be determined based on the documents submitted with the bid. The responsiveness of the bid and the qualifications or responsibility of the offeror will be determined as of the time the bid is publicly opened.

- A. Responsive offeror means a person or firm, which has submitted a proposal, which conforms in all material respects to the invitation to bid.
- B. Responsible or qualified offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such bid to be rejected.

**Vendor:** Any firm or person who submits a bid to the Department in response to this ITB.

- 1.3 **PURCHASING MANAGER:** The Purchasing Manager, acting on the behalf of the Department of Highway Safety and Motor Vehicles, is the sole point of contact with regard to all procurement matters relating to the ITB, from the date of release until the Department's Notice of Agency Decision.

**Richard A. Stafford, CPPB**  
**Purchasing Agent III**  
**Florida Department of Highway Safety and Motor Vehicles**  
**MS-31 Neil Kirkman Building,**  
**2900 Apalachee Parkway**  
**Tallahassee, Florida 32399-0500**  
**850/488-8527 - Telephone**  
**850/922-6273 - Fax**  
**stafford.dick@hsmv.state.fl.us**

Any questions arising from this ITB must be forwarded, in writing, to the Purchasing Manager identified above. The Department's written response to those inquires, will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

Only written inquires from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

- 1.4 **CONTRACT MANAGER:** The DHSMV employee identified below is designated as Contract Manager and shall act on behalf of the Department of Highway Safety and Motor Vehicles for contractual matters after the Notice of Agency Decision has been completed and the Contract is executed.

Captain Kenneth Spears  
Florida Highway Patrol  
MS 47 Neil Kirkman Building,  
2900 Apalachee Parkway,  
Tallahassee, FL 32399-0500  
850-488-5799 – Telephone  
[spears.ken@hsmv.state.fl.us](mailto:spears.ken@hsmv.state.fl.us)

- 1.5 **MANDATORY REQUIREMENTS:** The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition.

The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a proposal.

- 1.6 **NON-RESPONSIVE PROPOSALS, NON-RESPONSIBLE RESPONDENTS:** Proposals which do not meet all requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the State. Respondents whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meets the material requirements of the ITB, and which respondents are responsible. See Section "Mandatory Requirements," "Exception."

- 1.7 **COSTS OF DEVELOPING AND SUBMITTING PROPOSAL, OWNERSHIP:** Neither the Department nor the State is liable for any of the costs incurred by a Respondent in preparing and submitting a bid. All bids become the property of the Department upon receipt and will not be returned to the Respondents once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

- 1.8 **ADDENDA:** Any and all addenda to this ITB will be issued in writing posted on the Florida Vendor Bid System at [http://fcv.state.fl.us/owa/vbs/owa/vbs\\_main\\_menu](http://fcv.state.fl.us/owa/vbs/owa/vbs_main_menu). Contractors must timely acknowledge receipt of addenda in writing.

- 1.9 **SUBMISSION OF MANDATORY FORMS:** a representative who is an authorized to contractually bind the bidder shall sign the bid. Any addenda or answers to written questions supplied by the State to participating bidders become part of this Invitation to Bid and the resulting contracts and shall include an Addenda Acknowledgement Form.

- 1.10 **NOTICE TO CONTRACTOR:** The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

- 1.11 **CONFLICT OF INTEREST AND DISCLOSURE:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement.

- 1.12 **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.13 **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. (Ref. s. 287.134, FS, as amended by Chapter 2000-286, Laws of Florida, created by HB2127, Section 6 (2)(a) and (3)(a).
- 1.14 **TAXES:** The Department is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the Contract. The Department shall have no responsibility for the payment of taxes, which become payable by Contractor or its subcontractors in performance of the Contract.
- 1.15 **CONTRACTUAL MANDATORIES:** A bidder's response to this Invitation to Bid shall be considered as the bidder's formal offer. The signing of the contract, contained in this Invitation to Bid shall constitute the Department's written acceptance of the successful bid and a copy of the signed contract shall be forwarded to the successful bidder.
- 1.16 **CONTRACTOR RESPONSIBILITY:** The Department will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its proposal whether or not the Contractor is the supplier of said commodities and services or any component.
- 1.17 **DISCUSSIONS:** Prior to the State determining whether bids have been submitted in accordance with the requirements of this Invitation to Bid, any discussion by the bidder with any employee or authorized representative of the State involving cost information will result in rejection of said bidder's response.
- No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications, which are in writing from this Department, may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, MS-31, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.
- 1.18 **NON-EXCLUSIVE RIGHTS:** The right to provide the commodities and services, which will be granted under the Contract shall not be exclusive. The Department reserves the right to Contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.
- 1.19 **ASSIGNMENT OF THE CONTRACT:** The Contract is not assign-able except with the prior written approval of the Department. Monies, which become due thereunder are not assignable except with the prior written approval of the Department, and the concurrence of the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

- 1.20 **BENEFIT:** The Contract is for the benefit of the Department and the Contractor and not for the benefit of any third party or person.
- 1.21 **MINOR BID EXCEPTIONS:** This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.
- 1.22 **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications set forth in this bid and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality to be used. All interpretations of this bid shall be made upon the basis of this statement.
- 1.23 **CONTRACT:** The contract between the Department and the successful bidder (Contractor) shall incorporate this ITB, addenda to this ITB, and the Contractor's bid. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern. The contract shall be awarded in accordance with Rule 60A-1.001(9), Florida Administrative Code.
- 1.24 **DEFAULT:** Failure of the Contractor to perform according to the Contract shall be cause for the Contractor to be found in default. In the event of default, any and all reprocurement costs, along with any other remedies provided in the ITB, Contract and/or by rule or law, may be charged against the Contractor.
- 1.25 **PRIDE:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F. S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F. S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting PRIDE of Florida, 12425 28<sup>th</sup> Street North, Ste. 103, St. Petersburg, Florida 33716, telephone (727) 572-1987 or 1-800-643-8459.
- 1.26 **RESPECT:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S. in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. The nonprofit "agency" is identified as :RESPECT of FLORIDA.
- Available products, pricing and delivery schedules may be obtained by contacting: Customer Service, RESPECT of FLORIDA, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone (850) 487-1471.
- 1.27 **ADDITIONS/DELETIONS:** During the term of the contract resulting from this Invitation to Bid, the State shall have the right to add/delete services/products upon mutual written agreement of both parties.
- 1.28 **ECONOMY OF PRESENTATION:** Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Invitation to Bid. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

- 1.29 **SUBMITTING OF BID:** The bid forms furnished must be submitted with your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Mail Station 31, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

- 1.30 **DISPUTES:** Any prospective Respondent who disputes the reasonableness or appropriateness of the terms, conditions and specifications of this ITB, any addendum, Notice of Intended Award, or notice of Intent to Reject all Bids, shall file a Notice of Intent to Protest in appropriate form within 72 hours (excluding State holidays, Saturday and Sunday) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.57(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 1.31 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect.

- 1.32 **SEVERABILITY:** It is understood and agreed by the parties hereto, that if any part, term or provision of the Contract is held by the courts to be illegal or in conflict with any law of the State governing the Contract, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

- 1.33 **FORCE MAJEURE:** Except as otherwise provided herein, neither Contractor nor the Department shall be liable to the other for any delay in, failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force Majeure. As herein used "force Majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

**SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS:** Specifications are based on the most current literature available. Bidder shall notify the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, in writing, no less than ten (10) days prior to the bid opening, of any change, omission or error in the manufacturer's specifications which conflict with the bid specifications.

**SECTION 2 SPECIAL CONDITIONS**

**2.1** **CALENDAR OF EVENTS:** The following time schedule will be strictly adhered to in all actions relative to the ITB, unless modified by the Department by addendum to this ITB.

February 21, 2005	Issue date of the Invitation to Bid.
February 28, 2005	All questions and/or proposed changes to the ITB must be submitted to the issuing officer by 5 p.m., Eastern Time (may be submitted earlier).
February 28, 2005	Addendum including responses to written inquires and proposed changes will be posted on the Vendor Bid System. <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu</a>
March 15, 2005	There will be a public bid opening at 2:30 P.M.
TBD	Posting of Intent to Award and Proposal Bond due.
TBD	Bid Awarded. Performance Bond due within ten (10) days of award.

**2.2** **PROPOSER'S INQUIRIES:** The Contractor shall examine the invitation to Bid (ITB) to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the contractor may request, in writing, to the State that the specifications be changed. The contractor who requests changes to the State's specifications must identify and describe the respondent's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than February 28, 2005 at 5 PM. contractor's failure to request changes by the date described above, shall be considered to constitute contractor's acceptance of State's specifications. The State shall determine what changes to the invitation to bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this invitation to bid, which shall be posted on the State's Vendor Bid System at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu) in order that all contractors shall be given the opportunity of submitting bids to the same specifications.

**2.3** **BID EVALUATION:** Bids received shall be evaluated by the purchaser for compliance with the general and technical requirements contained herein.

All proposals are binding for one hundred eighty (180) days following the proposal opening date.

Bid will be awarded to responsive bidder and lowest overall total cost.

**2.4** **POSTING OF BID TABULATION:** Bid Tabulation with recommended award will be posted for review by interested parties on the Florida Vendor Bid System at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu) by noon of the day following the bid opening and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**2.5** **BID AWARD:** The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received. It is anticipated that award will be to the lowest responsive bidder meeting all specifications and terms and conditions will be selected by the Department, at its sole discretion.

All bidders are advised to examine their bids carefully. All bid prices shown on the bid sheets submitted are final and mistakes will be at bidder's risk.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at bidder's expense for rebate or replacement. Since it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor.

- 2.6 **PERIOD OF AGREEMENT:** This Agreement shall be in effect from the begin date of the contract for the initial period of five (5) years with an option to renew for an additional five (5) years.
- 2.7 **ACCESSIBILITY FOR DISABLED PERSONS:** If a special accommodation is needed, please advise no later than five working days prior to the event.
- 2.8 **TERM:** Contract shall be from July 01, 2005 through June 30, 2010. Prices must remain firm as long as the contract is in effect. It will be understood and agreed by the successful vendor that the State of Florida's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and the vendor's satisfactory performance. If at any time the Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a firm other than Contractor, Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor.
- 2.9 **ASSIGNMENT OF THE CONTRACT:** The contract is not assignable except with the prior written approval of the Department. Monies, which become due thereunder are not assignable except with the prior written approval of the Department, and the concurrence of the Chief Financial Officer of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.
- 2.10 **VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS:** The agency is always interested in reducing product/service costs while preserving or improving the usefulness of the product/service for its intended purpose. Bidders are encouraged but not required to perform a process of value analysis of the item(s) of bid, in cooperation with agency representatives, and offer suggestions for changes to product/service specifications or contract terms and conditions. In analyzing an item or service, the following steps are suggested: List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider (a) does its use contribute to value? (b) Is its cost proportionate to its usefulness? (c) Does it need all its features? (d) Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present their suggestions for changes to the Invitation to bid as early as possible before the bid submittal date, so that suggestions may be fully considered and, if appropriate, addenda modifying the Invitation to bid may be timely issued to all prospective bidders. Suggested change(s) to specifications, terms or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the usefulness of the product/services, production or delivery cost(s), use costs and appropriateness of the terms and conditions in protecting the rights of the parties. Include pros and cons.

The agency reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the agency's needs at an anticipated lower cost of production, delivery or use than the original specifications, terms and conditions.

**2.11 VALUE ANALYSIS AND SHARED SAVINGS INCENTIVE:** As an alternative to the above, a successful bidder who has been awarded a contract will also be encouraged but not required to:

Engage in a similar process of value analysis and suggested changes. The vendor awarded a contract is encouraged to present any suggestions in a timely manner following award, with estimated or actual reductions in costs the vendor would incur in performing the contract, or cost reductions available to the agency in the use of the revised item. If a suggestion is accepted by the agency, the vendor will be required to present documentation of the savings, satisfactory to the agency. Generally, documentation will consist of the vendor's complete cost or pricing records, for the product/service as specified, and the revised product/service as proposed by the vendor. Supporting documentation may also be required, for example, invoices or price quotations from the vendor's suppliers, or, the vendor's standard instructions and standard cost elements routinely used by the vendor's estimators. The cost of any pre-production samples or performance bonds or other forms of assurance suggested by the vendor or required by the agency shall be deducted from the gross savings. Documented savings for alternative processes or materials accepted by the agency prior to or during contract performance will be shared on a 50-50 basis with the vendor over the balance of the life of the contract.

Example: A vendor is awarded a \$200,000 printing contract. The vendor proposes and the agency accepts changes in paper stock, composition, construction and packaging that save the vendor \$20,000 over the balance of the life of the contract. The contract is amended to allow the alternative materials and processes, and the contract price is reduced to \$190,000. The vendor reduces his cost by \$20,000, of which \$10,000 is passed on to the agency by reducing the contract price from \$200,000 to \$190,000.

**NOTE:** Ideas submitted will enter the public domain, whether or not the contract for which they are submitted is revised, and may be used by the agency at other times or in other applications without the agreement of or compensation to the firm having originally proposed the idea.

Bidders are encouraged to present their suggestions for changes to the invitation to bid as early as possible before the bid submittal date, so that suggestions may be fully considered and, if appropriate, addenda modifying the invitation to bid may be timely issued to all prospective bidders. Suggested change(s) to specifications, terms or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the usefulness of the product/services, production or delivery cost(s), use costs and appropriateness of the terms and conditions in protecting the rights of the parties. Include pros and cons.

The agency reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the agency's needs at an anticipated lower cost of production, delivery or use than the original specifications, terms and conditions.

For further information contact the Purchasing Manager at (850) 488-8290.



**2.12 LIMITATION OF REMEDIES:** Contractor's entire liability and the State's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Agreement, the State's remedy is (a) the adjustment or repair of the machine or replacement of the machine or correction of the programming errors, or, (b) if, after repeated efforts, Contractor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

For any other claim concerning performance or non-performance by Contractor pursuant to, or in any other way related to the subject matter of, this Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in General Condition 21 entitled "Patents and Royalties", or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006(3) entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by Contractor's negligence or tortious conduct. If this Contract is for the acquisition of licensed programs, including personal computer licensed programs, then the following shall apply: Contractor's entire liability and the State's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of licensed programs furnished under this Agreement, the State's remedy is (1) the correction by the Contractor of licensed program defects, or (2) if after repeated efforts, the Contractor is unable to make the licensed program operate as warranted, the State shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or nonperformance by the Contractor pursuant to, or in any way related to, the subject matter of this Agreement, the State shall be entitled to recover actual damages to the

limits set forth in this section. Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the one time charges paid for, or any monthly license or initial license charges which would be due for, 12 months use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Contractor. This limitation of liability will not apply to (a) the payment of cost and damage awards referred to in General Condition 21 entitled "Patents and Royalties", or to (1,) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006 (3) entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by Contractor's negligence or tortious conduct.

Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that (a) the State promptly notifies Contractor in writing of any claim, and (b) Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that (a) the State promptly notifies Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which Contractor agrees at the initiation of such claim that Contractor shall save and hold the State harmless, Contractor shall have the sole control of the defense, trial and any settlement negotiations, and (c) the State fully cooperates with Contractor in the *defense* of any claim.

In no event, however, will Contractor be liable for (a) any damages caused by the State's failure to perform the State's responsibilities, or (b) any lost profits or other consequential damages, even if Contractor has been advised of the possibility of such damages, or (c) any claim against the State by any other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the General Condition 21 entitled "Parents and Royalties", or (d) any damages caused by performance or nonperformance or machines or programming located outside the United States or Puerto Rico.

- 2.13 CONTRACTOR'S INSURANCE:** The Contractor shall not commence any work in connection with the Contract until he has obtained all the following types of insurance and such insurance has been approved by the Purchaser, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to do business in Florida.

**A. WORKER'S COMPENSATION INSURANCE:** The Contractor shall take out, and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workman's Compensation statute, the Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

**B. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:

1. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGE'S, BODILY INJURY & PROPERTY DAMAGE \$100,000.00 Each Occurrence, Combined Single Limit
2. AUTOMOBILE LIABILITY COVERAGE'S, BODILY INJURY & PROPERTY DAMAGE \$ 50,000.00 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

**C. SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall require each of his Subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his Subcontractors in his policy as specified above.

**D. LOSS DEDUCTIBLE CLAUSE:** The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

- 2.14 APPLICABLE LAWS AND RULES:** The contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Workers' Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner.

The contractor is responsible for complying with any applicable local, state or national codes and/or ordinances.

All necessary permits and licenses shall be the responsibility of the contractor.

- 2.15 BID BOND OR BID GUARANTEE:** Each bidder is required to accompany his/her bid with a certified or cashier's check or bid bond in the amount of 5% of his/her total bid price or have on file with this Department an annual bid bond. Check or bid bond shall be payable to the Department of Highway Safety and Motor Vehicles. This check/bond is to insure against withdrawal from competition subsequent to his/her submitting of the bid and to guarantee performance when the contract is awarded. This check/bond will be returned to all successful bidders immediately upon the awarding of the contract.

The check/bond of the successful bidder will be retained until the successful bidder furnishes this Department with an acceptable performance bond in the amount of the 100% of the total bid/contract price. The performance bond must be submitted to the Department within ten (10) days from date of award. Said performance bond shall be forfeited on failure to perform on any part of specifications and contract outlined herein. Such bond shall be issued from a reliable surety company, licensed to do business in the State of Florida and acceptable to the purchaser.

To be acceptable to the purchaser as a Surety for Bid Bonds and Performance Bonds, a Surety company shall comply with the following provisions:

1. The Surety Company must be admitted to do business in the State of Florida.
2. The Surety Company shall have been in business and have a record of successful Continuous operation for at least five years.
3. A Florida licensed resident Agent who holds a current Power of attorney from the Surety Company issuing the bond shall sign all bonds.

- 2.16 PERFORMANCE BOND:** The successful respondent shall supply, no later than ten (10) days after award of contract, a Performance Bond, in the amount of 100% of total bid price, issued by an insurance company licensed by the Florida Department of Insurance, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the respondent and which will further indemnify and save harmless the State from all costs and damages by reason of the respondent's default, breach or failure to satisfactorily complete any of the following terms.

1. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and successful, full and satisfactory completion, including the dates specified between The State and the vendor, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned. In the event of any breach on the part of the vendor, the Surety and/or the state shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any costs attributable thereto borne by the respondent or the Surety. In the event of control and operation of any site(s) by the state or Surety, the state shall incur no financial obligation to the Respondent, and shall recover from the Respondent or Surety any costs of cover, i.e. additional costs, if any, incurred by the state in operating any site(s) during the breach by the Respondent.

The bond must be renewed annually no later than ten (10) business days prior to the beginning of the next contract year. For the second and subsequent contract and renewal years, the renewal bond amount must equal or exceed the total price amount proposed for the corresponding contract or renewal years in the Contractor's proposal.

**2.17 LIQUIDATED DAMAGES:**

- a. Inasmuch as failure to provide forms as described herein by 45 days of receipt of the Direct Order will result in substantial injury to the Department of Highway Safety and Motor Vehicles, the Contractor agrees to pay the State \$100 per work day for each day the forms are not received, not as a penalty, but as liquidated damages. Liquidated damages shall be deducted from the monies due the Contractor, except the Contractor shall not be liable if failure to perform arises out of a cause beyond the control of the Contractor and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).

**2.18 LOSS DEDUCTIBLE CLAUSE:** The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

**2.19 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of Contractor or such subcontractor, and Contractor shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**2.20 TERMINATION FOR CAUSE:** The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the contract or defaults in performance of the contract;
3. The action or inaction of the Contractor substantially endangers the performance of the contract, or such occurrence can be reasonably anticipated.
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in subparagraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department, the Department shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

**2.21 TERMINATION BY MUTUAL AGREEMENT:** With the mutual agreement of both parties, the contract or any part of the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

**2.22 TERMINATION IN THE BEST INTERESTS OF THE STATE:** The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30-day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the State. If the Department terminates in the best interests of the state after an order for materials or services has been placed; the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30-day written cancellation notice will be sent to the Contractor.

**2.23 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION:** After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
5. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles an and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance, except as otherwise provided in the "Contents" paragraph contained in this Invitation to Bid.

**2.24 EXTRANEIOUS TERMS AND CONDITIONS:**

- a. ALL RIGHTS AND PRIVILEGES ACCORDED TO THE STATE AS BUYER BY CHAPTER 672, FLORIDA STATUTES, SHALL APPLY TO ANY TRANSACTION (S) RESULTING FROM THIS ITB. ANY ATTEMPT BY PROPOSER TO LIMIT SUCH RIGHTS SHALL HAVE NO FORCE AND EFFECT.
- b. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY PROPOSER WILL NOT BE USED SINCE A CONTRACT AND/OR DIRECT ORDER(S) RESULTING FROM THIS ITB, WILL CONSTITUTE A COMPLETE AGREEMENT. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY PROPOSER SHALL HAVE NO FORCE AND EFFECT
- c. WARRANTIES SUBMITTED WITH YOUR BID OR OFFER, EITHER APPEARING SEPARATELY OR INCLUDED IN REPRINTED LITERATURE AND PRICE LISTS, SHALL NOT BE ACCEPTABLE AND PROVISIONS HEREIN SHALL TAKE PRECEDENCE.
- d. THE PROPOSER SHALL NOT SUBMIT WITH ANY BID ANY CONTRACT TERMS OR CONDITIONS NOT IN CONFORMITY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS ITB. THE BID AND THE STATE'S ACCEPTANCE BY CONTRACT(S) AND/OR DIRECT ORDER(S) SHALL CONSTITUTE THE COMPLETE CONTRACTUAL AGREEMENT. BIDS CONTAINING TERMS AND CONDITIONS CONFLICTING WITH THIS REQUIREMENT SHALL BE REJECTED, **EXCEPT AS PROVIDED IN PARAGRAPH a., b., AND c. ABOVE.**

- 2.25 QUALITY:** In accordance with Section 283.425, Florida Statutes, no printing may be accepted as in compliance with the contract when the printing is not of the grade of workmanship which is usually employed by professional printers on printing of such class, or when the printing is not of the full quantity or acceptable quality for which it has been contracted. If immediate necessity and lack of time to procure approval, and one-half of the contract price thereon shall be deducted as liquidated damages for breach of contract.

The agency will notify the contractor as to non-acceptance within 20 days after delivery. If delivery is made by the date required in this Invitation to bid, the contractor shall have 15 calendar days to correct any defects, unless time constraints make this provision impractical.

- 2.26 ARTWORK:** Xerographic copy attached for printing

- 2.27 PRE-PRODUCTION PROOFS:** Contractor will be required to furnish satisfactory evident of his ability to perform the terms of this bid. Before contractor starts printing, copy proofs must be submitted at no additional cost to this Department. Proofs must be submitted in a timely manner in order to meet delivery schedule. Proofs shall be submitted to Captain Ken Spears, Room A-315, Neil Kirkman Bldg., 2900 Apalachee Pkwy, Tallahassee, FL, 32399-0575.

- 2.28 PROOFS AND PRE-PRODUCTION SAMPLES:** Proof and pre-production samples will be required. Proof of copy and pre-production samples must be submitted prior to production of order at no additional expense to this Department and bidders taking exception to this condition will have their bids rejected. Proofs/samples must be submitted in a timely manner in order to meet delivery schedule by the Contractor.

Proofs and pre-production samples shall be submitted to Contract Manager within fifteen (15) calendar days after receipt of direct order.

For additional information, submit written questions in accordance with the Calendar of Events section of this Bid.

Upon completion of contract, all artwork and negatives shall become the property of the Department and contractor must submit to the Department upon completion of contract. Final payment will be withheld until artwork and negatives are received by the Department.

- 2.29 INSPECTION:** All forms are to be carefully inspected by the printer before shipment to this Department. The furnished forms must be equal in every respect as to quality, construction and material as approved in proof forms by this Department. Any or all forms delivered to the purchaser not conforming to specifications, found to be poorly printed or constructed, or not running properly on machines (computer, burster and inserter) will not be accepted, but will be returned to vendor at his/her expense for rebate or replacement. As it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be given this Department for inspection of forms and returning of defective or poorly printed/constructed forms to the printer.

- 2.30 OVER-RUN OR UNDER-RUN:** The Department will accept an overrun up to 2% of order.

- 2.31 BID SAMPLES:** The Department reserves the right to request samples for testing. If requested, bidder must furnish one sample of each item bid and which he/she proposes to offer in response to this bid within seven (7) calendar days from receipt of request. Samples to be submitted at no expense to the Department.

All bidders are advised to examine their bids carefully. All bid prices shown in the bid sheets submitted are final and mistakes will be at bidder's risk. Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at his/her expense for rebate or replacement. As it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor(s).

If deemed necessary by the State, bidders shall be required to supplement their bids with oral commentary. The State will notify bidders in the event such oral presentation is necessary.

- 2.32 DELIVERY SCHEDULE:** All forms to be delivered to Department of Highway Safety and Motor Vehicles, 2900 Apalachee Parkway, Neil Kirkman Building, Supply Room AB-10, Tallahassee, Florida 32399-0500. Call 850/488-3110 before delivery.

If this Department is responsible for holding of proofs or samples over five (5) calendar days, the extra time proofs/samples are held will be added to first delivery schedule.

- 2.33 PACKING & MARKING:** Unless otherwise specified, the subject commodities shall be packed in substantial commercial containers of the type, size and kind commonly used for the purpose, and constructed to insure acceptance and safe delivery at the lowest rate to the point of delivery called for in the contract or Direct Order. These packages must be shrink wrapped.

Unless otherwise specified, shipping containers should be marked with the name of the material, and quantity contained therein, name of contractor, and the contract and/or Direct Order number.

All cases shipped to Department of Highway Safety and Motor Vehicles Receiving Room AB10, Neil Kirkman Bldg., 2900 Apalachee Pkwy. Tallahassee, FL 32399-0500.

- 2.34 TRANSPORTATION AND DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB destination to any point within forty-five (45) days after Customer places an order. A Contractor, within five (5) days after receiving a Direct Order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for contract cancellation and contractor suspension.

- 2.35 NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS:** The State of Florida is implementing a new web-based procurement system called "MyFloridaMarketPlace." This system provides a user-friendly Internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive Direct Orders electronically.

The system will be implemented in a phased approach starting with state agencies. Subsequently, the system will be made available to public schools, universities, community colleges, and local governments.

**Effective July 1, 2003, vendors must be registered in the system in order to conduct business with the State.** If you have not had the opportunity to register, please log on to the MyFloridaMarketPlace website to complete the registration process. To access online registration, log on to [www.myflorida.com](http://www.myflorida.com), and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- Company name
- Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- Tax filing information – Including the business name on your 1099 tax form (where applicable)
- Location information:
  - A business name for each company location (if different from the company name)
  - A complete address for each location (including details for sending Direct Orders, payments, and bills to each location)
  - A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides. These codes can be found in MyFloridaMarketPlace.
- CMBE (Certified Minority Business Enterprises) information if you are a certified minority business.
- If the firm is a current vendor to the State of Florida, re-registration will require a State-issued sequence number and PIN—available from the Department of Management Services by faxing a request on company letterhead to 850-414-8331

**PLEASE READ THE INFORMATION CAREFULLY.** Part of the Vendor Registration activity includes a section on terms and conditions in which a vendor accepts an agreement to pay a 1% fee on all agency purchases effective July 1, 2003. This fee **does not apply** to existing contracts or those exempted by Rule 60A-1.032 (See [http://marketplace.myflorida.com/related/proposed\\_rule.htm](http://marketplace.myflorida.com/related/proposed_rule.htm)). Vendors will also still need to sign up for electronic notification in bids via the Vendor Bid System (VBS).

We look forward to working with you in MyFloridaMarketPlace. If you have any questions about the registration process, please contact the Vendor Help Desk at 1-866-FLA-ePRO (352-3776) or by e-mailing [VendorHelp@myflorida.com](mailto:VendorHelp@myflorida.com)

- 2.36 MyFloridaMarketPlace Transaction Fee:** The State of Florida through the Department of Management Services ("Department") has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR Or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F. A. C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.



The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprourement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

On a quarterly calendar basis, each vendor registered in MyFloridaMarketPlace shall report and pay the Transaction Fee amount that has not been automatically deducted, using form PUR 3776 (07/03)\*, which is hereby incorporated by reference. All information provided by the vendor is material and will be relied upon by the Department in Administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it had no reportable sales for the quarter and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes, and shall be ground for precluding the vendor from doing future business with the State.

*\* Form PUR 3776 (07/03) will be available from the MyFlorida.com website, click on "Business", click on "Doing Business with the State", click on "Laws & Guidelines", then click on "Purchasing Forms"*

Revised 3/28/03

**SECTION 3 TECHNICAL SPECIFICATIONS**

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
"STATE TROOPER" LEGENDS (FRONT FENDERS)  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced "STATE TROOPER" legend shall be fabricated from 3M Scotchlite™. Removable Reflective Sheeting Electronic Cuttable Series 7790-64 (gold). Pre-spaced fabricated letters to be highway gothic "D" series with letter height 3 inches with a ½ inch stroke width. Letters fabricated from 7790-64 shall be pre-masked with SCPM-3.

"STATE TROOPER" is to be spaced on a carrier tape 36" x 3-1/2". The backing sheet must be fully removed from each letter before pre-spacing.

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
TRUNK DECK (REAR)  
"STATE TROOPER" LEGENDS  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced "STATE TROOPER" legend shall be fabricated from 3M Scotchlite. Removable Reflective Sheeting Electronic Cuttable Series 7790-85 (Black). Pre-spaced fabricated letters to be highway gothic "D" series with letter height 3 inches with a ½ inch stroke width. Letters fabricated from 7790-85 shall be pre-masked with SCPM-3.

"STATE TROOPER" is to be spaced on a carrier tape 36" x 3-1/2". The backing sheet must be fully removed from each letter before pre-spacing.

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
RIGHT AND LEFT DOOR DECALS  
(FLAG FLIES TOWARDS REAR OF CAR)  
Specification No.: 698-260**

**FABRICATION MATERIALS FOR DOOR DECAL:** The base sheeting shall be 3M Scotchlite™ Flexible Removable Reflective Sheeting 690-10 white. Screen processing inks shall be Scotchlite™ Screen Printing Inks Series 4400 with Scotchlite™ Screen Printing Overprint Clear 4430 or 3M Screen Printing Inks Series 9700 UV Transparent Inks with 9720 UV Transparent Ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 13" Diameter, 18" Diameter and 36" Diameter (sample attached).

**COLOR:** Light blue (PMS 291) and dark blue (Reflex Blue) background, orange (PMS 1565) block lettering. Outside border in black and inside border rope in orange (PMS 1565).

Flag background is to be light blue (PMS 291). The red cross bars on the flag are to be red (PMS 201) extending from each corner of the flag toward the center to the Florida State Seal. Border of the flag is to be yellow (PMS 115). The flagstaff and rope on flagstaff are to be orange (PMS 150).

Seal – New authentic Florida State Color Seal – The border around the seal is to be orange (PMS 150). The following colors for the seal are listed in printing sequence and the colors specified are derived from the pantone matching systems (PMS).

White		Gold	-	PMS 873 (Metallic) or PMS 130
Yellow	-	Orange -		PMS 150
Lt. Blue -	PMS 291	Dk. Blue	-	PMS 285
Green	-	Red Brown	-	PMS 471
Dk. Brown	-	Red	-	PMS 201

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
DECALS FOR RIGHT AND LEFT SIDE OF MOTORCYCLE TANK  
(FLAG FLIES TOWARDS REAR OF MOTORCYCLE)  
Specification No.: 298-260**

**FABRICATION MATERIALS FOR TANK DECAL:** The base sheeting shall be 3M Scotchlite™ Flexible Removable Reflective Sheeting 690-10 white. Screen processing inks shall be Scotchlite™ Screen Printing Inks Series 4400 with Scotchlite™ Screen Printing Overprint Clear 4430 or 3M Screen Printing Inks Series 9700 UV Transparent Inks with 9720 UV Transparent Ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 5" Diameter (sample attached).

**COLOR:** Light blue (PMS 291) and dark blue (Reflex Blue) background, orange (PMS 1565) block lettering. Outside border in black and inside border rope in orange (PMS 1565).

Flag background is to be light blue (PMS 291). The red crossbars on the flag are to be red (PMS 201) extending from each corner of the flag toward the center to the Florida State Seal. Border of the flag is to be yellow (PMS 115). The flagstaff and rope on flagstaff are to be orange (PMS 150).

Seal – New authentic Florida State Color Seal – The border around the seal is to be orange (PMS 150). The following colors for the seal are listed in printing sequence and the colors specified are derived from the pantone matching systems (PMS).

White		Gold	-	PMS 873 (Metallic) or PMS 130
Yellow	-	Orange	-	PMS 150
Lt. Blue	-	Dk. Blue	-	PMS 285
Green	-	Red Brown	-	PMS 471
Dk. Brown	-	Red	-	PMS 201

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
“FHP” LEGENDS  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced “FHP” legend shall be fabricated from 3M Scotchlite™ Removable Reflective Sheeting Electronic Cuttable Series 7790-64 (gold). Pre-spaced fabricated letters to be highway gothic “D” series with letter height 3-1/2 inches with a 3/4 inch stroke width. Letters fabricated from 7790-64 shall be pre-masked with SCPM-3.

“FHP” is to be spaced on a carrier tape 22" x 4". The backing sheet must be fully removed from each letter before pre-spacing.

Spacing shall be as follows (sample attached).

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
LAW ENFORCEMENT ACCREDITATION DECALS  
Specification No.: 698-260**

**FABRICATION:** Base sheeting shall be 3M Scotchlite™ flexible removable reflective sheeting 690-10 white. Screen processing inks shall be Scotchlite™ screen printing inks series 4400 with overprint clear 4430 or 3M screen printing inks series 9700 UV transparent inks with 9720 UV transparent ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 3-1/2" x 3-3/4".

**COLOR:** White background, (border, eagle and crest around eagle to be gold). Lettering background to be Dark Blue with letters in White.

White	
Gold	- MS 873 (metallic) or PMS 130
Dark Blue	- PMS 285

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
MOTORCYCLE "STATE TROOPER" LEGENDS  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced "STATE TROOPER" legend shall be fabricated from 3M Scotchlite™. Removable Reflective Sheeting Electronic Cuttable Series 7790-65 (gold). Pre-spaced fabricated letters to be highway gothic "D" series with letter height 2 inches with a 1/4 inch stroke width. Letters fabricated from 7790-64 shall be pre-masked with SCPM-3.

"STATE TROOPER" is to be spaced on a carrier tape 14" x 3-1/2". The backing sheet must be fully removed from each letter before pre-spacing.

**ATTACHMENT A  
BID SHEET**

**Term: 07/01/2005 – 06/30/2006**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ _____ each _____	(600)
FHP Right Door Decals 13" dia	\$ _____ each _____	(0)
FHP Left Door Decals 18" dia	\$ _____ each _____	(0)
FHP Right Door Decals 18" dia	\$ _____ each _____	(0)
FHP Left Door Decals 36" dia	\$ _____ each _____	(0)
FHP Right Door Decals 36" dia	\$ _____ each _____	(0)
"State Trooper" Legend Decals Front Fenders	\$ _____ each _____	(1200)
Decal Motorcycle State Trooper Gold	\$ _____ each _____	(100)
FHP Left Tank Decals	\$ _____ each _____	(200)
FHP Right Tank Decals	\$ _____ each _____	(140)
*FHP Legends Decals	\$ _____ each _____	(500)
State Trooper Rear Trunk Deck Decals	\$ _____ each _____	(0)
Law Enforcement Accreditation Decals	\$ _____ each _____	(2000)

**ANNUAL TOTAL \$ \_\_\_\_\_ (a)**

**Term: 07/01/2006 – 06/30/2007**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ _____ each _____	(600)
FHP Right Door Decals 13" dia	\$ _____ each _____	(0)
FHP Left Door Decals 18" dia	\$ _____ each _____	(0)
FHP Right Door Decals 18" dia	\$ _____ each _____	(0)
FHP Left Door Decals 36" dia	\$ _____ each _____	(0)
FHP Right Door Decals 36" dia	\$ _____ each _____	(0)
"State Trooper" Legend Decals Front Fenders	\$ _____ each _____	(1200)
Decal Motorcycle State Trooper Gold	\$ _____ each _____	(100)
FHP Left Tank Decals	\$ _____ each _____	(200)
FHP Right Tank Decals	\$ _____ each _____	(140)
*FHP Legends Decals	\$ _____ each _____	(800)
State Trooper Rear Trunk Deck Decals	\$ _____ each _____	(600)
Law Enforcement Accreditation Decals	\$ _____ each _____	(2000)

**ANNUAL TOTAL \$ \_\_\_\_\_ (b)**

Complete and Sign below. Unsigned offers will not be considered.

Firm: \_\_\_\_\_

FEID: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A Continued  
BID SHEET**

**Term: 07/01/2007 – 06/30/2008**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$	each	(600)
FHP Right Door Decals 13" dia	\$	each	(0)
FHP Left Door Decals 18" dia	\$	each	(0)
FHP Right Door Decals 18" dia	\$	each	(0)
FHP Left Door Decals 36" dia	\$	each	(0)
FHP Right Door Decals 36" dia	\$	each	(0)
"State Trooper" Legend Decals Front Fenders	\$	each	(1200)
Decal Motorcycle State Trooper Gold	\$	each	(100)
FHP Left Tank Decals	\$	each	(200)
FHP Right Tank Decals	\$	each	(140)
*FHP Legends Decals	\$	each	(800)
State Trooper Rear Trunk Deck Decals	\$	each	(600)
Law Enforcement Accreditation Decals	\$	each	(2000)

**ANNUAL TOTAL \$ \_\_\_\_\_ (c)**

**Term: 07/01/2008 – 06/30/2009**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$	each	(600)
FHP Right Door Decals 13" dia	\$	each	(0)
FHP Left Door Decals 18" dia	\$	each	(0)
FHP Right Door Decals 18" dia	\$	each	(0)
FHP Left Door Decals 36" dia	\$	each	(0)
FHP Right Door Decals 36" dia	\$	each	(0)
"State Trooper" Legend Decals Front Fenders	\$	each	(1200)
Decal Motorcycle State Trooper Gold	\$	each	(100)
FHP Left Tank Decals	\$	each	(200)
FHP Right Tank Decals	\$	each	(140)
*FHP Legends Decals	\$	each	(800)
State Trooper Rear Trunk Deck Decals	\$	each	(600)
Law Enforcement Accreditation Decals	\$	each	(2000)

**ANNUAL TOTAL \$ \_\_\_\_\_ (d)**

Complete and Sign below. Unsigned offers will not be considered.

Firm: \_\_\_\_\_

FEID: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A Continued  
BID SHEET**

**Term: 07/01/2009 – 06/30/2010**

**ESTIMATED ANNUAL QUANTITIES**

FHP Left Door Decals 13" dia	\$ _____ each _____	(600)
FHP Right Door Decals 13" dia	\$ _____ each _____	(0)
FHP Left Door Decals 18" dia	\$ _____ each _____	(0)
FHP Right Door Decals 18" dia	\$ _____ each _____	(0)
FHP Left Door Decals 36" dia	\$ _____ each _____	(0)
FHP Right Door Decals 36" dia	\$ _____ each _____	(0)
"State Trooper" Legend Decals Front Fenders	\$ _____ each _____	(1200)
Decal Motorcycle State Trooper Gold	\$ _____ each _____	(100)
FHP Left Tank Decals	\$ _____ each _____	(200)
FHP Right Tank Decals	\$ _____ each _____	(140)
*FHP Legends Decals	\$ _____ each _____	(800)
State Trooper Rear Trunk Deck Decals	\$ _____ each _____	(600)
Law Enforcement Accreditation Decals	\$ _____ each _____	(2000)

**ANNUAL TOTAL \$ \_\_\_\_\_ (e)**

**FIVE (5) YEAR GRAND TOTAL**      \$ \_\_\_\_\_ (a)+(b)+(c)+(d)+(e)

Complete and Sign below. Unsigned offers will not be considered.

Firm: \_\_\_\_\_

FEID: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT B

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

VENDOR'S SIGNATURE

**ATTACHMENT C**

BID No.: 017-05  
ITEM: FHP Decals  
DATE: 2005  
TIME: 2:30 P.M.

**CHECKLIST**

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their bid submittal.

- \_\_\_\_\_ 1. Bid list registration cover sheet, filled out and signed.
- \_\_\_\_\_ 2. Bid Attachment A of the invitation to bid, with your price, company name, signature and title.
- \_\_\_\_\_ 3. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
- \_\_\_\_\_ 4. Certification of Drug Free Workplace, if applicable.
- \_\_\_\_\_ 5. Bid Bond (Section 2.15).

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

Prepared by: Richard A. Stafford, CPPB

Title: Purchasing Agent III

Telephone: 850-488-8527



State of Florida  
**DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES**

TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON, III  
Executive Director

March 01, 2005

Addendum #1  
ITB No. 017-05  
FHP Decals  
Due 2:30 P.M.  
March 15, 2005

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

Remove page 24, 25, and 26

Insert new page 24, 25, and 26 (revised 02/28/2005)

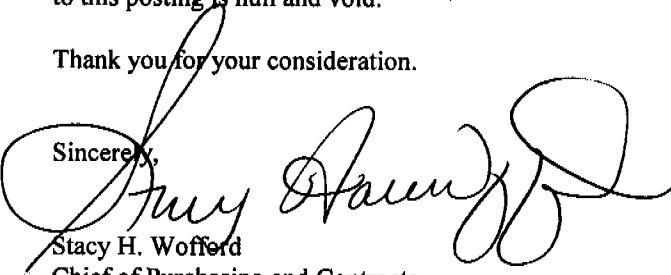
It will be necessary to sign and return a copy of this Addendum #1 and return by FAX to (850) 922-6273, or by mail, courier or hand delivery, no later than 2:30 PM, March 15, 2005.

All other terms and conditions remain unchanged.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

  
Stacy H. Wofford  
Chief of Purchasing and Contracts

Enclosures

RR: ras

cc: File

Complete and Sign below. Unsigned offers will not be considered.

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
RIGHT AND LEFT DOOR DECALS  
(FLAG FLIES TOWARDS REAR OF CAR)  
Specification No.: 698-260**

**FABRICATION MATERIALS FOR DOOR DECAL:** The base sheeting shall be 3M Scotchlite™ Flexible Removable Reflective Sheeting series 680 white. Screen processing inks shall be Scotchlite™ Screen Printing Inks Series 4400 with Scotchlite™ Screen Printing Overprint Clear 4430 or 3M Screen Printing Inks Series 9700 UV Transparent Inks with 9720 UV Transparent Ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 13" Diameter, 18" Diameter and 36" Diameter (sample attached).

**COLOR:** Light blue (PMS 291) and dark blue (Reflex Blue) background, orange (PMS 1565) block lettering. Outside border in black and inside border rope in orange (PMS 1565).

Flag background is to be light blue (PMS 291). The red cross bars on the flag are to be red (PMS 201) extending from each corner of the flag toward the center to the Florida State Seal. Border of the flag is to be yellow (PMS 115). The flagstaff and rope on flagstaff are to be orange (PMS 150).

Seal – New authentic Florida State Color Seal – The border around the seal is to be orange (PMS 150). The following colors for the seal are listed in printing sequence and the colors specified are derived from the pantone matching systems (PMS).

White		Gold	-	PMS 873 (Metallic) or PMS 130
Yellow	-	Orange -		PMS 150
Lt. Blue -	PMS 291	Dk. Blue	-	PMS 285
Green	-	Red Brown	-	PMS 471
Dk. Brown	-	Red	-	PMS 201

(Revised 02/28/2005)

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
DECALS FOR RIGHT AND LEFT SIDE OF MOTORCYCLE TANK  
(FLAG FLIES TOWARDS REAR OF MOTORCYCLE)  
Specification No.: 298-260**

**FABRICATION MATERIALS FOR TANK DECAL:** The base sheeting shall be 3M Scotchlite™ Flexible Removable Reflective Sheeting series 680 white. Screen processing inks shall be Scotchlite™ Screen Printing Inks Series 4400 with Scotchlite™ Screen Printing Overprint Clear 4430 or 3M Screen Printing Inks Series 9700 UV Transparent Inks with 9720 UV Transparent Ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 5" Diameter (sample attached).

**COLOR:** Light blue (PMS 291) and dark blue (Reflex Blue) background, orange (PMS 1565) block lettering. Outside border in black and inside border rope in orange (PMS 1565).

Flag background is to be light blue (PMS 291). The red crossbars on the flag are to be red (PMS 201) extending from each corner of the flag toward the center to the Florida State Seal. Border of the flag is to be yellow (PMS 115). The flagstaff and rope on flagstaff are to be orange (PMS 150).

Seal – New authentic Florida State Color Seal – The border around the seal is to be orange (PMS 150). The following colors for the seal are listed in printing sequence and the colors specified are derived from the pantone matching systems (PMS).

White		Gold	-	PMS 873 (Metallic) or PMS 130
Yellow	-	Orange	-	PMS 150
Lt. Blue	-	Dk. Blue	-	PMS 285
Green	-	Red Brown	-	PMS 471
Dk. Brown	-	Red	-	PMS 201

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
“FHP” LEGENDS  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced “FHP” legend shall be fabricated from 3M Scotchlite™ Removable Reflective Sheeting Electronic Cuttable Series 7790-64 (gold). Pre-spaced fabricated letters to be highway gothic “D” series with letter height 3-1/2 inches with a 3/4 inch stroke width. Letters fabricated from 7790-64 shall be pre-masked with SCPM-3.

“FHP” is to be spaced on a carrier tape 22” x 4”. The backing sheet must be fully removed from each letter before pre-spacing.

Spacing shall be as follows (sample attached).

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
LAW ENFORCEMENT ACCREDITATION DECALS  
Specification No.: 698-260**

**FABRICATION:** Base sheeting shall be 3M Scotchlite™ flexible removable reflective sheeting series 680 | white. Screen processing inks shall be Scotchlite™ screen printing inks series 4400 with overprint clear 4430 or 3M screen printing inks series 9700 UV transparent inks with 9720 UV transparent ink Clearcoat. Processing shall be according to 3M recommendations.

**SIZE:** 3-1/2" x 3-3/4".

**COLOR:** White background, (border, eagle and crest around eagle to be gold). Lettering background to be Dark Blue with letters in White.

White	
Gold	- MS 873 (metallic) or PMS 130
Dark Blue	- PMS 285

**SPECIFICATIONS FOR REFLECTIVE REMOVABLE  
FLORIDA HIGHWAY PATROL  
MOTORCYCLE "STATE TROOPER" LEGENDS  
Specification No.: 698-260**

**FABRICATION:** Pre-spaced "STATE TROOPER" legend shall be fabricated from 3M Scotchlite™. Removable Reflective Sheeting Electronic Cuttable Series 7790-65 (gold). Pre-spaced fabricated letters to be highway gothic "D" series with letter height 2 inches with a ¼ inch stroke width. Letters fabricated from 7790-64 shall be pre-masked with SCPM-3.

"STATE TROOPER" is to be spaced on a carrier tape 14" x 3-1/2". The backing sheet must be fully removed from each letter before pre-spacing.